Remarks

Introduction

This Amendment is submitted in response to the outstanding final Office Action mailed August 31, 2010. Claims 1-16 were pending and stand rejected.

Claims 1-7 were rejected under 35 U.S.C. § 103(a) as being unpatentable over PCT Published Application No. WO01/37496 ("Lakhdar") in view of U.S. Patent No. 6,643,684 ("Malkin") and in further view of PCT Published Application No. WO03/001326 ("Bandini").

Claims 8-16 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Bandini in view of Malkin.

Reconsideration of this application is respectfully requested in view of the foregoing amendments and following remarks. In particular, Applicant has canceled Claims 8, 9 and 11 without prejudice and respectfully traverses the rejections of the remaining claims. Applicant has also amended Claims 1-5, 10-14 and 16.

Response to Rejections of Independent Claims 1, 10 and 16

Independent Claims 1, 10 and 16 are generally directed to systems, methods and a computer program product that are fundamentally different from those discussed in Lakhdar, Malkin and/or Bandini. Among other things, the independent claims recite "sender-specific mail policies" and a "default mail policy" that is "more restrictive than each of said sender-specific mail policies." Sender-specific mail policies can be used, for example, in an organization's mail server to prevent users within the organization from sending outgoing mail messages having inappropriate content. In fact, independent Claims 10 and 16 recite configurations for applying sender-specific mail policies to outgoing mail messages.

The Examiner acknowledges various features are not shown in Lakhdar, including Applicant's claimed applying of "sender-specific mail policies" or "default mail policy" based on a digital signature (or lack thereof). *See, e.g.,* Office Action, pages 2-4. To compensate for some of the acknowledged deficiencies of Lakhdar, the Examiner first turns to Bandini and submits it would be obvious to modify the Lakhdar to include aspects of Bandini.

However, Bandini fails to show or suggest claim recitations included in independent Claims 1, 10 and 16. For example, Bandini fails to show or otherwise suggest anything that may be considered a "default mail policy," as recited by Applicant's independent Claims 1, 10 and 16. Bandini also fails to show or otherwise suggest Applicant's claimed, "sender-specific mail policies."

The Office Action then cites to Malkin to show Applicant's claimed "sender-specific mail policies." However, like Lakhdar and Bandini, Malkin also fails to show or otherwise suggest a "default mail policy," as recited by Applicant's independent Claims 1, 10 and 16.

Furthermore, Applicant respectfully submits that Malkin shows something different than Applicant's claimed applying of "sender-specific mail policies" or "default mail policy" based on a digital signature (or lack thereof).

Malkin "enables a given sending user to specify a set of delivery policies and have them used for the electronic delivery of a given message." Malkin, abstract. Thus, in Malkin the "sender-specific" policies are in fact "sender-specified" policies.

Despite none of the cited documents showing or otherwise suggesting Applicant's claimed default mail policy and its application, to expedite allowance Applicant has amended independent Claim 1 to specify that the claimed "default mail policy is more restrictive than each of said sender-specific mail policies." Applicant's independent Claims 10 and 16 include similar amendments.

A default mail policy is not shown or otherwise suggested by Bandini and/or the other documents of record taken alone or in any proper combination. Moreover, a "default mail policy [that] is more restrictive than each of said sender-specific mail policies" is also not shown by Bandini and/or the other documents of record taken alone or in any proper combination. For at least this reason, independent Claims 1, 10 and 16 are allowable over Lakhdar, Bandini and/or Malkin taken alone or in any proper combination.

Applicant would also add that combining Malkin with Bandini and/or Lakhdar would not lead one skilled in the art to Applicant's claimed invention as a whole.

Applicant's Claims 1, 10 and 16 generally recite determining whether a mail message is digitally signed, verifying the digital signature and applying the appropriate policy based on

whether or not there was a digital signature or a verified digital signature. One skilled in the art at the time of Applicant's invention would have realized that Applicant's claimed invention would be rendered useless if the sender could specify their own transmission policy, as suggested in Malkin. Therefore, modifying Lakhdar and/or Bandini to include Malkin's "sender-specified" policies does not show or suggest Applicant's claimed "sender-specific mail policies" that are used after verifying a sender's digital signature in the mail message.

Furthermore, Applicant's claimed invention may be implemented to, *inter alia*, prevent "spoofing," while other systems (including those cited by the Examiner) may allow the sending of email messages in which the "From" field has been "spoofed" to indicate a sender who is not the true sender of the message. For example, Applicant's claims relate to digitally signed mail messages and a more restrictive default mail policy that may be used if contents of the "From" field are "spoofed" or otherwise forged. Lakhdar, on the other hand, relates to providing a system in which messages are not expected to be signed by the user; in fact the entire point Lakhdar is that the digital signature is added by Lakhdar's relay. *See, e.g.,* Lakhdar, page 8, lines 16-18 ("A key feature is that the relay 1 handles all cryptography and digital signature operations for the client 2. These operations are carried out transparently to the user and require no input from him or her.").

Moreover, modifying Lakhdar's "relay-signed" approach to include Malkin's "sender-specified" policies would only move farther away from Applicant's claimed "default mail policy [that] is more restrictive than each of said sender-specific mail policies" (which is also not shown or suggested by Bandini for the reasons discussed above). In the spoofing example noted above, Applicant's claimed approaches may provide stricter policies to a spoofed email than a non-spoofed email, whereas the combination proposed by the Examiner could not.

For at least this reason, the recitations of independent Claims 1, 10 and 16 are not shown or otherwise suggested by Lakhdar, Bandini and/or Malkin taken alone or in any proper combination. Therefore, Claims 1, 10 and 16 are allowable over Lakhdar, Bandini and/or Malkin taken alone or in any proper combination.

Response to the Rejections of the Dependent Claims

For at least the foregoing reasons, independent Claims 1, 10 and 16 are patentable over the Lakhdar, Bandini and Malkin, taken alone or in combination. Since Claims 2-9 and 12-15 depend from and necessarily include all of the recitations of one of independent Claims 1 and 10, the cited documents, whether taken alone or in combination, do not teach or suggest the systems or arrangements of dependent Claims 2-9 and 12-15 for at least the same reasons as described above in conjunction with the respective independent claims. Accordingly, it is therefore submitted that the rejections or objections of Claims 2-9 and 12-15 have also been overcome and are also in condition for allowance.

Conclusion

In view of the remarks presented above, Applicant submits that the present application is in condition for allowance. As such, the issuance of a Notice of Allowance is therefore respectfully requested. In order to expedite the examination of the present application, the Examiner is encouraged to contact Applicant's undersigned attorney in order to resolve any remaining issues.

It is believed that no extension of time or other fees are required. The fee for the additional dependent claim is authorized to be charged to Deposit Account No. 16-0605. In the event that any additional petitions and/or other fees are required to allow consideration of this Amendment, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any other fee required therefore (including fees for net addition of claims and/or an extension of time) is also hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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